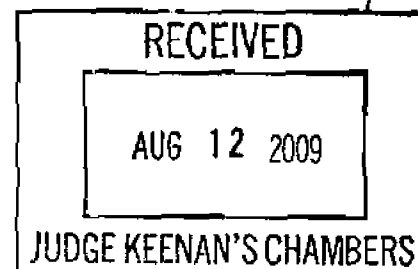


KEENAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



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JOHN WILEY & SONS, INC., :

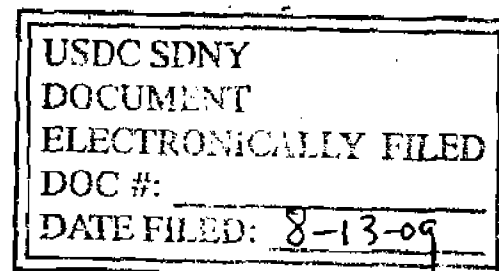
Plaintiff, :

-against-

: 08 Civ. 7438 (JFK)

FRANK LEE, WAH LEE, HUN YANG :
A/K/A JAMES YANG, JEFEDUCATOR, :
PAYLESS TEXTBOOK, LL GLOBAL INC. :
AND JEF ENTERPRISES INC. ALL :
D/B/A PAYLESS TEXTBOOK D/B/A :
PAYLESSTEXBOOKS D/B/A JEFEDUCATOR :
D/B/A WFSIREASON D/B/A DALTONSYS :
AND JOHN DOE NOS. 1-5, :

Defendants. :



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SO ORDERED SETTLEMENT AGREEMENT AND PERMANENT INJUNCTION
BY CONSENT

IT IS HEREBY STIPULATED and agreed by and between
the parties, conditional upon the approval of the Court,
that it is

ORDERED, ADJUDGED AND DECREED that defendants
Frank Lee, Wah Lee, Jefeducator, Payless Textbook, LL
Global Inc. and JEF Enterprises (collectively, "Lee") and
their agents, servants, and employees, and all those acting
in concert with them, if any, are hereby PERMANENTLY
ENJOINED from (i) infringing the registered copyrights and
trademarks of plaintiff John Wiley & Sons, Inc. ("Wiley")
identified on Schedules A and B hereto in violation of 17

U.S.C. § 501 or 15 U.S.C. § 1114(a); (ii) from falsely designating the origin of their products or services in violation of the rights of Wiley under 15 U.S.C. § 1125(a), and (iii) infringing any copyright or trademark of Wiley through the sale in the United States of any copy of any foreign edition of their works printed outside of the United States and marked to prohibit its resale in the United States ("Foreign Edition"); and it is further

ORDERED, ADJUDGED and DECREED that Lee shall pay Wiley damages in the amount of \$30,000 which is inclusive of attorneys' fees (the "Settlement Amount"), payable \$2,000 forthwith, and monthly payments, beginning September 1, 2009, in the amount of \$2,000 per month, on the first of the month, for fourteen consecutive months until the remaining \$28,000 is paid; and it is further

ORDERED, ADJUDGED and DECREED that Plaintiff shall not make an attorneys' fees application; and it is further

ORDERED, ADJUDGED and DECREED that the payments of Lee, pursuant to this so ordered settlement agreement and permanent injunction, to which Lee have consented, are in satisfaction of valid claims of Wiley against Lee for copyright and trademark infringement that constitute "injury" by Lee to Wiley that falls within 11 U.S.C. §

523(a)(6), and the obligation of Lee to make the above remaining payments then due and owing under this so ordered stipulation and permanent injunction shall not be dischargeable as a result of any petition or application that Lee may file under the laws of the United States, or any other country, relating to bankruptcy; and it is further

ORDERED, ADJUDGED AND DECREED that Lee shall have the right at any time to prepay the balance remaining, in whole or in part, but that a partial prepayment shall be allocated to the last amounts due and shall not delay the monthly payments owed to Wiley; and it is further

ORDERED, ADJUDGED AND DECREED that, unless Wiley, notifies Lee to make payment to another person, Lee shall pay the above amounts by: a) check payable to Dunnegan LLC Attorney Trust Account, and sent to Dunnegan LLC, 350 Fifth Avenue, New York, New York 10118, or to such other address that William Dunnegan may provide to Lee; or b) by wire transfer to Dunnegan LLC Attorney Trust Account pursuant to the wire transfer instructions Plaintiff shall provide; and it is further

ORDERED, ADJUDGED AND DECREED that if Lee does not make a payment in accordance with this so ordered settlement agreement and permanent injunction within 5

business days of the receipt of written notice to Lee at the address provided below by overnight delivery (deemed received the business day after dispatch) or certified mail return receipt requested (deemed received the day of confirmed receipt), or at such other address he may provide them, and Lee's failure to cure within such 5-day period, (i) all amounts due under this so ordered settlement agreement and permanent injunction shall become immediately due and payable, (ii) Wiley will be entitled, in addition to all other remedies available in law or in equity, to reopen this case to seek additional damages that it can prove it would be entitled to recover, including attorneys' fees; and (iii) Wiley shall be entitled as a matter of right to its reasonable attorneys' fees in connection with the enforcement of this so ordered settlement agreement and permanent injunction; and / or (iv) Wiley shall be entitled to apply ex parte for entry of Judgment pursuant to the attached Confessions of Judgment; it is further

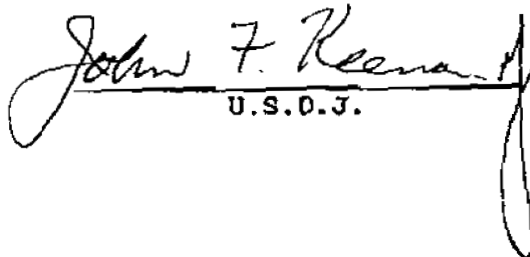
ORDERED, ADJUDGED and DECREED that if Lee changes any current residence address prior to the final payment having been made by them pursuant to this so ordered settlement agreement and permanent injunction, Lee shall within 10 days of that change, provide written notice of that change of address by U.S. Mail to William Dunnegan at

the address set forth below, or any further address William Dunnegan designates; and it is further ORDERED, ADJUDGED and DECREED that, except as set forth herein, Wiley agrees that it does, on behalf of itself and any and all successors, heirs, assigns, attorneys and agents, and all those acting in concert with them, hereby release and absolutely and forever discharge Lee of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorney fees, losses, actions and causes of action of every kind and nature whatsoever, asserted or unasserted, suspected or claimed, from the beginning of the time to the date of execution of this so ordered settlement agreement and permanent injunction related to the sale of Foreign Editions of Wiley's books, and Lee releases any and all of their claims, if any, against Wiley, except any claims for failure to comply with this so ordered settlement agreement and permanent injunction, including failure to pay any part of the Settlement Amount; and it is further

ORDERED, ADJUDGED and DECREED that upon complete payment of the Settlement Amount, Wiley, through its counsel, will provide Lee with a pay off letter ;and it is further

ORDERED, ADJUDGED and DECREED that claims of Wiley in this action against Lee be, and hereby are, dismissed with prejudice, except that the Court shall retain jurisdiction to enforce this so ordered settlement agreement and permanent injunction, and the claims of Wiley against the remaining defendants are hereby dismissed without prejudice.

Dated: New York, New York
August 13, 2009


U.S.D.J.

Consent to Entry

The parties hereby consent to the entry of the foregoing so ordered settlement agreement and permanent injunction.

Dated: New York, New York

~~July~~ __, 2009

August 11,

DUNNEGAN LLC

By William Dunnegan
William Dunnegan (WD9316)

wd@dunnegan.com

Laura Scileppi (LS0114)

ls@dunnegan.com

Attorneys for Plaintiff

John Wiley & Sons, Inc.

350 Fifth Avenue

New York, New York 10118

(212) 332-8300

THE LAW OFFICE OF

ANTHONY N. ELIA, P.C.

By Anthony N. Elia

Attorneys for Defendants

Frank Lee, Wah Lee, Jefeeducator,

Payless Textbooks,

LL Global Inc.,

and JEF Enterprises

185 Prospect Park SW, # 607

Brooklyn, New York 11218

(718) 854-2361

Schedule A
"Wiley Copyrights"

<u>Title</u>	<u>(Date of Registration)</u>	<u>(Registration #)</u>
1. Fundamentals of Physics,	(September 17, 2007)	(TX0006827902).
2. Organic Chemistry,	(January 30, 2008)	(TX0006848333).
3. Financial Accounting,	(April 20, 2006)	(TX0006355329).
4. Mechanics of Materials,	(June 19, 2006)	(TX0006368212).
5. Fundamentals of Machine Component Design,	(September 8, 2005)	(TX0006213219).
6. Management,	(October 11, 2001)	(TX0005447807).
7. Concepts in Biochemistry,	(January 9, 2006)	(TX0006300692).
8. Introductory Statistics,	(May 26, 2006)	(TX0006342837).
9. Principles of Genetics,	(December 9, 2005)	(TX0006287790).
10. Fundamentals of Biochemistry,	(July 31, 2001)	(TX0005388575).
11. Intermediate Accounting,	(August 3, 2006)	(TX0006408031).
12. Fundamentals of Modern Manufacturing,	(February 27, 2004)	(TX0005911894).
13. Physics,	(July 20, 2006)	(TX0006416266).
14. Materials Science and Engineering,	(October 7, 2003)	(TX0005804687).
15. Separation Process Principles,	(April 28, 1998)	(TX0004761248).
16. Microeconomics,	(February 10, 2005)	(TX0006118288).

Schedule B
"Wiley Trademarks"

	<u>U.S. Trademark</u>	<u>Registration Number</u>	<u>Class</u>
1.	"JW" Colophon	2,168,941	009, 042
2.	"Wiley"	1,003,988	009, 016, 036, 038
3.	"Wiley"	2,159,987	009, 042